

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)  
(LOCAL 73)**

**(Representing Building & Zoning)**

**And**

**COUNTY OF COOK**

**APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS**

**SEP 14 2016**

**COM\_\_\_\_\_**

**December 1, 2012 through November 30, 2017**

**Effective upon Approval by the County Board of Commissioners**

## TABLE OF CONTENTS

<b>PREAMBLE</b> .....	1
<b>ARTICLE I - Recognition</b> .....	1
Section 1.1 Representative Unit.....	1
Section 1.2 Union Membership .....	1
Section 1.3 Check-off .....	1
Section 1.4 "Fair Share".....	1
Section 1.5 Religion Exemption .....	2
Section 1.6 Indemnification.....	2
<b>ARTICLE II - Employer Authority</b> .....	3
Section 2.1 Employer Rights and Obligations.....	3
Section 2.2 Union and County Meetings .....	3
Section 2.3 Integrity of Bargaining Unit.....	3
Section 2.4 Labor Management Meeting on Career Development.....	3
<b>ARTICLE III - Hours of Work and Overtime</b> .....	4
Section 3.1 Purpose of Article .....	4
Section 3.2 Regular Work Periods.....	4
Section 3.3 Compensatory Time and/or Overtime Compensation .....	4
Section 3.4 Safety - Unsafe Working Conditions.....	4
Section 3.5 Flextime .....	4
Section 3.6 Overtime work .....	5
Section 3.7 Emergency Related Overtime .....	5
<b>ARTICLE IV - Seniority</b> .....	5
Section 4.1 Probationary Period .....	5
Section 4.2 Definition of Seniority .....	5
Section 4.3 Promotion, Transfer .....	6
Section 4.4 Reduction in Work Force, Layoff and Recall.....	6
Section 4.5 Promotion and Shift Assignment.....	7
Section 4.6 Return to Former Job .....	7
Section 4.7 Return to Represented Unit.....	7
Section 4.8 Termination of Seniority.....	7
Section 4.9 Transfer of Stewards .....	8
Section 4.10 Seniority List.....	8
Section 4.11 Job Posting.....	8
<b>ARTICLE V - Rates of Pay</b> .....	9
Section 5.1 Job Classification/Rates of Pay.....	9
Section 5.2 New, Changed or Misclassification .....	9
Section 5.3 Classification and Grade Changes .....	10
Promotions .....	10
Reclassification .....	10

Demotions .....	10
Transfers .....	11
Section 5.4 Newly Certified Positions .....	11
<b>ARTICLE VI - Holidays</b> .....	11
Section 6.1 Designation of Holidays .....	11
Section 6.2 Eligibility .....	12
Section 6.3 Holidays in Vacation.....	12
<b>ARTICLE VII - Vacations</b> .....	12
Section 7.1 Vacation Leave .....	12
<b>ARTICLE VIII - Welfare Benefits</b> .....	13
Section 8.1 Hospitalization Insurance; Employee Contributions .....	13
Section 8.2 Sick Leave.....	14
Section 8.3 Disability Benefits .....	15
Section 8.4 Life Insurance .....	16
Section 8.5 Pension Plan.....	16
Section 8.6 Dental Plan.....	16
Section 8.7 Vision Plan.....	16
Section 8.8 Hospitalization - New Hires.....	16
Section 8.9 Flexible Benefits Plan.....	16
Section 8.10 Insurance Coverage .....	16
Section 8.11 Insurance Opt-Out.....	16
Section 8.12 Confidentiality of Wellness .....	17
<b>ARTICLE IX - Additional Benefits</b> .....	17
Section 9.1 Bereavement Leave.....	17
Section 9.2 Jury Duty.....	17
Section 9.3 Maternity/Paternity Leave .....	17
Section 9.4 Election Day.....	17
Section 9.5 Personal Days.....	18
Section 9.6 School Conference and Activity Leave .....	18
Section 9.7 Transfer for Medical Reasons.....	18
<b>ARTICLE X - Leaves of Absence</b> .....	19
Section 10.1 Regular Leave .....	19
Section 10.2 Seniority on Leave .....	19
Section 10.3 Union Leave.....	19
Section 10.4 Military Leave.....	19
Section 10.5 Veteran's Conventions .....	20
Section 10.6 Approval of Leave .....	20
Section 10.7 Retention of Benefits .....	20
Section 10.8 Parental Leave.....	20
<b>ARTICLE XI - Grievance Procedure</b> .....	21
Section 11.1 Policy .....	21
Section 11.2 Definition .....	21

Section 11.3	Representation.....	21
Section 11.4	Grievance Procedure.....	21
Section 11.5	Time Limits.....	21
Section 11.6	Stewards.....	22
Section 11.7	Union Representatives .....	22
Section 11.8	Impartial Arbitration .....	22
Section 11.9	Expedited Arbitration.....	23
<b>ARTICLE XII</b>	<b>- Continuity of Operation.....</b>	<b>23</b>
Section 12.1	No Strike .....	23
Section 12.2	Union Responsibility .....	23
Section 12.3	Discharge of Violators .....	24
Section 12.4	No Lock-Out .....	24
Section 12.5	Reservation of Rights.....	24
<b>ARTICLE XIII</b>	<b>- Miscellaneous .....</b>	<b>24</b>
Section 13.1	No Discrimination.....	24
Section 13.2	Safety, Work Environment and Health.....	24
Section 13.3	Voluntary and Community Service Workers.....	25
Section 13.4	Bulletin Boards .....	25
Section 13.5	Partial Invalidity.....	25
Section 13.6	Sub-Contracting .....	26
Section 13.7	Tuition Reimbursement .....	26
Section 13.8	Personnel Files .....	26
Section 13.9	Post Accident Drug and Alcohol Testing .....	26
Section 13.10	Dignity and Respect.....	26
Section 13.11	COPE .....	26
Section 13.12	Travel Reimbursement.....	27
Section 13.13	Mileage .....	27
Section 13.14	Drug Testing .....	27
Section 13.15	Personnel Rule Changes .....	27
Section 13.16	Orientation .....	27
<b>ARTICLE XIV</b>	<b>- Discipline .....</b>	<b>28</b>
Section 14.1	General.....	28
Section 14.2	Form of Discipline .....	28
Section 14.3	Training.....	28
<b>ARTICLE XV</b>	<b>- Duration .....</b>	<b>29</b>
Section 15.1	Term.....	29
Section 15.2	Notice.....	29
<b>APPENDIX A</b>		
<b>APPENDIX C</b>		

# **COLLECTIVE BARGAINING AGREEMENT**

## **PREAMBLE**

This Collective Bargaining Agreement is entered into between the COUNTY of COOK (hereinafter referred to as the "Employer" or "County") and the Service Employees International Union 73 (hereinafter referred to as the "Union").

## **ARTICLE I Recognition**

### **Section 1.1 Representative Unit:**

The County recognizes the Union as the sole and exclusive representative for all employees of the County in the job classifications set forth in Appendix A of this Agreement as certified by the ILLRB Case # L-RC-07-033.

### **Section 1.2 Union Memberships:**

The County does not object to Union membership by its employees, and believes that certain benefits may inure from such membership. For the purpose of this section, an employee shall be considered to be a member of the Union if he/she timely tenders the dues and initiation fee required as a condition of membership.

The County will grant the Union an opportunity during the orientation of new employees to present the benefits of Union membership, at which time the Union may give such employees a copy of this Agreement. For this purpose, the County shall notify the designated Union business representative of the starting dates of new employees within thirty (30) calendar days of their start.

### **Section 1.3 Check-off:**

With respect to any employee from whom the County receives individual written authorization, signed by the employee, in a form agreed upon by the Union and the County, the County shall deduct from the wages of the employee the dues and initiation fee required as a condition of membership in the Union, or a representation fee, and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made.

### **Section 1.4 "Fair Share":**

1. The County shall grant "fair share" to the Union in accordance with Sections 6(e) (g) of the Illinois Public Labor Relations Act upon satisfactory demonstration to the County that the Union has more than fifty percent (50%) of the eligible employees in the bargaining unit signed up as dues paying members. Once this condition has been met, all employees covered by this Agreement will within thirty (30) days of the Union meeting said condition or within thirty (30) days of their employment by the County either (1) become members of the Union and pay to the Union regular Union dues and fees, or (2) will pay to the Union each month their fair share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours, and other conditions of employment.

2. Such fair share payment by non-members shall be deducted by the County from the earnings of the non-member employees and remitted to the Union, provided, however, that the Union shall certify to the County the amount constituting said fair share, not exceeding the dues uniformly required of members of the Union, and shall certify that said amount constitutes the non-members' proportionate share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.
3. Upon receipt of such certification, the County shall cooperate with the Union to ascertain the names of and addresses of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations.
4. Upon the Union's receipt of notice of an objection by a non-member to the fair share amount, the Union shall deposit in an escrow account, separate from all other Union funds, fifty percent (50%) of all fees being collected from non-union employees. The Union shall furnish objectors and the County with verification of the terms of the escrow arrangement and, upon request, the status of the fund as reported by the bank.

The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of the Union's control until the final disposition of the objection; and that the escrow fund will terminate and the fund therein be distributed by the terms of an ultimate award, determination, or judgment including any appeals or by the terms of a mutually agreeable settlement between the Union and an objector or group of objectors.

5. If an ultimate decision in any proceeding under state or federal law directs that the amount of the fair share should be different than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the County to change deductions from the earnings of non-members to said prescribed amount.

#### **Section 1.5 Religion Exemption:**

Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a union shall be required to pay an amount equal to their fair share of Union dues, as described in Section 4, to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set forth in Section 6(g) of the Illinois Public Labor Relations Act.

#### **Section 1.6 Indemnification:**

The Union shall indemnify and save the County harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the County for the purpose of complying with any provisions of this Article. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

## **ARTICLE II**

### **Employer Authority**

#### **Section 2.1 Employer Rights and Obligations:**

The Union recognizes that the County has the full authority and responsibility for directing its operations and determining policy. The County reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the statutes of the State of Illinois, and to adopt and apply all rules, regulations and policies as it may deem necessary to carry out its statutory responsibilities; provided, however, that the County shall abide by and be limited only by the specific and express terms of this Agreement, to the extent permitted by the law.

The Employer and the Union recognize that this Agreement does not empower the Employer to do anything that it is prohibited from doing by law.

#### **Section 2.2 Union and County Meetings:**

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and County agree to meet at least once per quarter through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and County shall each designate not more than three (3) representatives per department to a labor-management committee for this purpose.

#### **Section 2.3 Integrity of Bargaining Unit:**

Non-Bargaining unit employees shall not be permitted to perform bargaining unit work except in emergency situations, in training situations where a supervisor or management personnel is teaching or instructing an employee, or where bargaining unit members are unavailable through no fault of the Employer. This provision does not limit the employer's right to hire seasonal employees to assign work to them. Seasonal employees shall be defined as employees who work forty (40) hours or less per week for a maximum of six (6) months per year. Such exceptions shall not be used to avoid hiring bargaining unit employees.

#### **Section 2.4 Labor Management Meeting on Career Development:**

Labor Management meetings will be held quarterly by each department to discuss employee training and education. Department Labor Management Committees shall also make recommendations to the County concerning courses and in-service training to enhance career opportunities for employees in their departments' respective bargaining units. The County will appoint a specific management representative to this department Committee within thirty (30) calendar days of the effective date of the Agreement.

## **ARTICLE III**

### **Hours of Work and Overtime**

#### **Section 3.1 Purpose of Article:**

The provisions of this Article are intended to provide the basis for calculating overtime pay, and shall not be construed as a guarantee of hours of work per day or days per week or pay in lieu thereof, or as a limitation upon the maximum hours per day or per week which may be required.

#### **Section 3.2 Regular Work Periods:**

The regular work day for full-time employees shall be 8:30 a.m. to 4:30 p.m. The regular work day shall consist of eight (8) consecutive hours of work, including a one (1) hour paid lunch period and two (2) fifteen (15) minute breaks. If any work periods need to be changed the employer shall first meet with the Union to negotiate such changes.

#### **Section 3.3 Compensatory Time and/or Overtime Compensation:**

- A. Employees may be assigned to overtime work provided that such overtime shall be limited to either emergency condition which cannot be deferred and which cannot be performed with the personnel available during normal work hours, or because of an abnormal peak load in the activities of the institution or department.
- B. Employees who are required to work overtime will be compensated at a time and one half of compensatory time.
- C. When overtime is required, and the corresponding compensatory time would work and undue hardship on the efficient department operations, the Chief Administrative Officer, The Chief of the Bureau of Health Services or the Chief Financial Officer of Cook County, each for their respective department, may authorize the payment of cash overtime if the sufficient budgeted funds are available. The department head must give prior written notification to Chief Financial Officer of Cook County, as appropriate of the reasons requiring paid overtime, the positions affected and the probable period of time the overtime work will be required. All such overtime will be compensated at the time and one-half.
- D. Each department shall record hours worked for each employee eligible for overtime payments. Department Heads are responsible for the correct computation of straight time and overtime hours due an employee.
- E. Compensatory time shall be reclaimed in a minimum of one-hour increments.

#### **Section 3.4 Safety - Unsafe Working Conditions:**

Employees who reasonably and justifiably believe their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignments should be discontinued.

#### **Section 3.5 Flextime:**

Flextime schedules may be granted if practicable to do so for legitimate and compelling personal



reasons. Request for flextime schedules shall be submitted by the employee at least two (2) weeks in advance or when the situation is first known to the employee but in no event less than one (1) week before the flextime schedule becomes effective. Such request for flextime shall not be denied on a discriminatory or arbitrary manner.

### **Section 3.6 Overtime Work:**

Employees will be expected to perform any reasonable amounts of overtime work assigned to them. The Employer will attempt to assign overtime work to the employees who are immediately available when the need for overtime occurs and who normally and customarily perform the work involved, except that in cases of emergency the Employer may assign the overtime work to any employees immediately available. It is the intention of the parties that overtime will be distributed equitably among the employees in the same job classification within a department or operating unit. In the event an employee for any reason does not receive a fair share of overtime, the employee shall not be entitled to payment for overtime not worked, but the Employer will, when the matter is called to its attention, give preference to such employee with respect to future overtime assignments for which he/she would be normally eligible until a reasonably fair balance in the overtime distribution is re-established. The Employer shall maintain such records as may be necessary to establish the overtime hours worked by each employee, such records shall be available for inspection by the Union.

### **Section 3.7 Emergency Related Overtime:**

If an employee covered by SEIU Local 73 agreement is called back to work after completion of the regularly scheduled shift, the employee shall receive a minimum of (3) hour's compensation at one and one-half times the employee's hourly pay.

## **ARTICLE IV Seniority**

### **Section 4.1 Probationary Period:**

After the date of this Agreement, the probationary period for a new employee, or an employee hired after a break in continuous service, shall be six (6) months. The probationary period shall be extended for a period equal to the time required for any formal training program required of any probationary employees, and the Union shall be consulted about the instituting of any such training program which extends the probationary period. A probationary employee shall have no seniority and may be terminated at any time during the probationary period and shall have no recall rights or recourse to the grievance procedure with respect to any such discipline or discharge. Upon completion of the probationary period, the employee's seniority shall be computed as of the date of his/her most recent hire.

### **Section 4.2 Definition of Seniority:**

For purposes of this Article, seniority is defined as an employee's length of most recent continuous employment with Cook County since his/her last hiring date as a full-time employee and as a regular part-time employee entitled to benefits pursuant to Article V. Seniority for such regular part-time employees shall be prorated.

#### **Section 4.3 Promotion, Transfer:**

In cases of promotion and transfer, employees shall have first preference in order of their department seniority, provided that the employee has the ability and qualifications to perform the required work.

#### **Section 4.4 Reduction in Work Force, Layoff and Recall:**

Should the County determine that it is necessary to decrease the number of employees in a job classification within a department, the employees in the job classification shall be laid off in inverse order of seniority within the job classification within the Department provided, and however, the retained employees have the ability and minimum qualifications to perform the required work. Where possible, surplus employees and the Union shall be given notice thereof at least thirty (30) prior to the effective date.

To avoid layoff, each affected employee or Union Representative must notify the County within five (5) working days of receipt of written notification of the layoff that the employee intends to exercise his or her seniority by bumping in accordance with the following steps in sequential order:

1. Employees identified for layoff will be listed in order of seniority. Employees then will be allowed to exercise their rights under this section in order of seniority with the most senior employee acting first.
2. Employees subject to layoff shall be offered a vacant position as deemed available by the Office of Budget and Management Services in his/her current job classification in the SEIU bargaining unit under the Offices of the President provided they have the present ability and minimum qualifications to perform the required work.
3. If no vacancy exists, the affected employees will be allowed to bump a less senior employees within his/her current job classification throughout the Offices of the President.
4. In the event there is no employee with less seniority within the same job classification as the employee being laid off, that employee may bump the employee with the least seniority in the next lower paid grade down within the department first provided the employee being laid off has more seniority than the employee being bumped and is minimally qualified to perform the job functions immediately with reasonable orientation. Employees who accept jobs in lower job classifications to avoid layoff shall be paid in accordance with Article V, Section 5.3C. of this collective bargaining agreement.

If there are no bumping opportunities in the next lower pay grade down for the employee identified for lay off, the employee then will continue to the following lower pay grades sequentially in the Offices under the President until a placement opportunity arises. If there is an available position in the next lower pay grade down from the employee who is exercising bumping rights, he/she must either accept the position or be laid off. No employee may forego a bumping opportunity to take a position in a lower pay grade. The bumping process for any employee will end when the first position is available for which the employee is qualified. The employee must accept that position or accept layoff.

All employees affected by the layoff must be present at the meetings. SEIU Local 73 is authorized to and will make a selection on behalf of any absent employee or any employee who otherwise is unable to attend the meeting.

An employee who is laid off as a result of this procedure shall be subject to recall in order of seniority before a new employee is hired in the job classification previously held by him or her at the time of the reduction in force. Employees shall have their salary restored to the applicable grade and step.

For the purposes of layoff, ties in seniority shall be broken by using the lower of the employees' Cook County Identification numbers.

**Section 4.5 Promotion and Shift Assignment:**

Employees in the same job classification and in the same department, but on a different shift, where applicable, will first be given preferential consideration for a change in shifts in accordance with Section 3.

**Section 4.6 Return to Former Job:**

An employee who has been promoted or transferred to another job within the represented unit may be returned by the County to his/her former job or in an equivalent position, within ninety (90) calendar days or before completion of a formal training program, if the employee does not demonstrate the ability and qualifications to satisfactorily perform the job to which promoted or transferred. An employee who has accepted another job within the represented unit may ask to return to his/her former job within ten (10) working days after commencing work on the new job. An employee who receives a new job under this procedure shall not be permitted to bid for another job for one (1) year thereafter, and an employee who returns to his/her former classification under this procedure will not be permitted to bid again on the same job for one (1) year thereafter.

**Section 4.7 Return to Represented Unit:**

An employee who has been promoted or transferred out of the represented unit, and who is later transferred back to the unit by the County shall upon return to the represented unit be granted the seniority he/she would have had, had the employee continued to work in the classification from which he/she was promoted or transferred.

**Section 4.8 Termination of Seniority:**

An employee's seniority and employment relationship with the County shall terminate upon the occurrence of any of the following:

- (a) Resignation or retirement;
- (b) Discharge for just cause;
- (c) Absence for three (3) consecutive work days without notification to the Department Head or a designee during such period of the reason for the absence, unless the employee has an explanation acceptable to the County for not furnishing such notification;
- (d) Failure to report to work at the termination of a leave of absence or vacation, unless the employee has an explanation acceptable to the County for such failure to report to work;
- (e) Absence from work because of layoff or any other reason for twelve (12) months in the case of an employee with less than one (1) year of service twenty four (24) months in the case of an employee with one (1) or more year of service, or thirty six (36) months in case

of an employee with seven years or more of service when the absence began, except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;

- (f) Failure to report for work upon recall from layoff within ten (10) work days after notice to report for work is sent by registered or certified mail or by telegram, to the employee's last address on file with the Personnel Department of the County;
- (g) Engaging in gainful employment while on an authorized leave of absence, unless permission to engage in such employment was granted in advance by the County in writing.

#### **Section 4.9 Transfer of Stewards:**

Employees acting as Union stewards under Article XI, Section 6, of this Agreement shall not be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union at least five (5) days in advance of any such transfers.

#### **Section 4.10 Seniority List:**

As soon as possible, the County will furnish the Union a list showing the name, number, address, classification, department and last hiring date of each employee, and whether the employee is entitled to seniority or not. The County shall post a similar list without employee addresses. Within thirty (30) calendar days after the date of posting, an employee must notify the County of any error in his/her last hiring date as it appears on that list or it will be considered correct and binding on the employee and the Union from that time forth and forever. The County will furnish a revised list to the designated Union business representative upon request. After furnishing any such list, an employee must notify the County of any error within ten (10) calendar days thereafter, or the information so furnished will be considered correct and binding on the employee and the Union until a subsequent list is furnished by the County as provided herein.

#### **Section 4.11 Job Posting:**

When job openings or vacancies, including transfers, occur within the bargaining unit in a particular department, or when new classifications are created and ready to be filled, the County will post a notice on all bulletin boards in the affected department where notices to employees are normally posted. These job postings will be for a period of no less than **ten (10)** working days.

Employees in the affected department desiring to bid on such vacancies may do so, and the job will be awarded in accordance with the provisions of section 3 above. Employees shall not lose compensation for work time expended to interview within their respective departments.

## **ARTICLE V Rates of Pay**

### **Section 5.1 Job Classification:**

Employees in the job classifications set forth in Appendix A to this Agreement shall receive the salary provided for their respective grade and length of service in the job classification. Employees will be increased to the appropriate step upon completion of the required length of service in the classification.

The salary grades and steps applicable to this bargaining unit shall be increased as follows during the term of this agreement:

Effective the first full pay period on or after June 1, 2013 the pay rates for all classification shall be increased 1.00%

Effective the first full pay period on or after June 1, 2014 the pay rates for all classifications shall be increased 1.50%

Effective the first full pay period on or after June 1, 2015 the pay rates for all classifications shall be increased 2.00%

Effective the first full pay period on or after December 1, 2015 the pay rates for all classifications shall be increased 2.00%

Effective the first full pay period on or after December 1, 2016 the pay rates for all classifications shall be increased 2.25%

Effective the first full pay period on or after June 1, 2017 the pay rates for all classifications shall be increased by 2.00%

### **Section 5.2 New, Changed or Misclassification:**

- A. During the term of this Agreement, the County may establish new and changed job classifications, and change the duties of existing job classifications, provided that a major alteration of the classification structure shall not be made. The County may put the new and changed job classifications or duties into effect after timely notice to the Union, and discuss and set the rate of pay with the Union, using the duties, responsibilities, qualifications and grade levels of the classifications in Appendix A as a guide for determining the new rate. If the parties are unable to agree on the rate of pay, the County may put a rate into effect, and the Union, thereafter, may submit any dispute to the grievance procedure.
- B. An employee who believes that he/she is working out of classification may request that his/her position be reclassified. If the Department Head agrees that the request is reasonable and/or justified, the Department Head will recommend to the County that this reclassification be included in the forthcoming departmental budget. The County will

discuss any reclassification with the Union prior to implementation. No later than thirty (30) days after the Board of Commissioners approves the County budget, each respective department head shall inform each applicant for reclassification whether his/her reclassification has been approved or denied. The Union shall be given a copy of the County Budget recommendations within a reasonable time of its submission to the County Board.

**Section 5.3 Classification and Grade Changes:**

If an employee is promoted, reclassified, demoted or transferred into another classification through the application of this Agreement, the following rules shall apply:

**A. Promotions:**

An employee who is promoted to a job in a higher salary grade shall be entitled to placement in the step of the new salary grade which will provide a salary increase at least two (2) steps above the salary received at the time the promotion is made, provided that:

1. The new salary does not exceed the maximum established for the grade to which the employee is promoted.
2. The new salary is not below the first step established for the grade to which the employee is promoted.

In all cases of promotion, the effective date will set a new anniversary date for the purposes of the salary schedule only.

**B. Reclassification:**

1. An employee whose job is reclassified to a lower classification shall continue to receive compensation at the same rate received immediately prior to reclassification. Such action shall not change the employee's anniversary date. If the salary rate received immediately prior to reclassification is less than the last step rate of the lower classification, the employee shall be entitled to further step advancement.
2. An employee whose job is reclassified to a higher classification shall be placed in the first step of the higher grade which provides an increase one (1) step above the salary received at the time of the reclassification. Such action will change the employee's anniversary date. In all cases of reclassification, the employee shall receive at least the first step of the grade to which the position is reclassified.

**C. Demotions:**

The following shall apply to demotions from one grade to another:

1. An employee performing the duties of a job continuously and demoted to a job in a lower salary grade, shall have the salary adjusted in the new job to the same step of the new salary grade as was received in the salary grade of the job from which demoted.

2. An employee promoted to a job in a higher salary grade and subsequently demoted to a job in a lower salary grade, shall have the salary adjusted to the step of the salary grade to which the employee would be entitled had the employee remained in the salary grade from which the employee was promoted.

**D. Transfers:**

An employee transferring from one department to another in the same job classification and/or grade shall be eligible to receive the salary the employee had been receiving at the time of transfer. Such appointment shall not set a new anniversary date.

**Section 5.4 Newly Certified Positions:**

Upon notifications from the Union to the Employer and its human resources director, the Employer agrees to meet with the Union within 60 days thereafter to discuss the placement of newly certified bargaining unit positions on a wage scale.

## **ARTICLE VI Holidays**

**Section 6.1 Designation of Holidays:**

- A. The following days are hereby declared holidays, except in emergency and for necessary operations, for all employees in the bargaining unit:

1. New Year's Day - January 1st
2. Martin Luther King's Birthday - Third Monday in January
3. Lincoln's Birthday - February 12th
4. Presidents' Day - Third Monday in February
5. Casimir Pulaski Day\* - First Monday in March
6. Memorial Day - Last Monday in May
7. Independence Day - July 4th
8. Labor Day - First Monday in September
9. Columbus Day - Second Monday in October
10. Veteran's Day - November 11th
11. Thanksgiving Day - The day approved by the Governor of the State of Illinois or by the President of the United States
12. Christmas Day - December 25<sup>th</sup>

It is the intent of the Board of Commissioners of Cook County that all salaried Cook County employees be granted thirteen (13) holidays, or equivalent paid days off per year. Should a certain holiday fall on Saturday, the preceding Friday shall be set as the holiday; should a certain holiday fall on a Sunday, the following Monday shall be set as the holiday. However, a weekend holiday shall remain the recognized holiday for those employees regularly scheduled to work on weekends.

- B. In addition to the above, any other day or part of a day shall be considered a holiday when so designated by the Board of Commissioners of Cook County.

- C. In addition to the foregoing paid holidays, Employees shall be credited with one (1) floating holiday on December 1st of each year. The Employee may request to use his/her floating holiday at any time during the fiscal year. Requests shall not be unreasonably withheld or denied. Management shall apply the same standard for prior notification as currently applies for personal days.

**Section 6.2 Eligibility:**

To be eligible for holiday pay, an employee must satisfy each of the following requirements:

- (a) The employee must have worked the regularly scheduled number of hours on the last scheduled day before and the first scheduled day after the holiday, unless the employee has an explanation acceptable to the County for such failure to report to work.
- (b) The employee must have worked at least one half the scheduled hours during the pay period in which the holiday occurs unless the employee was on vacation or paid sick leave during such period.
- (c) It is understood that time off which is approved and scheduled in advance will not disqualify an employee from holiday pay.

**Section 6.3 Holidays in Vacation:**

If a holiday falls within an employee's scheduled vacation, such employee, if otherwise eligible, shall be granted an additional day of vacation.

**ARTICLE VII  
Vacations**

**Section 7.1 Vacation Leave:**

- A. All bargaining unit employees who have completed one year of service with Cook County, including service mentioned in paragraph E, shall be granted vacation leave with pay for periods as follows:

- All bargaining unit employees.

<u>Anniversary of Employment</u>	<u>Days of Vacation</u>	<u>Maximum Accumulation</u>
1st thru 6th	10 working days	20 working days
7th thru 14th	15 working days	30 working days
15th thru -	20 working days	40 working days

- B. Accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of 5 days in a pay period to accrue time in that period.



- C. All individuals employed on a part-time work schedule of twenty (20) hours per week or more shall be granted vacation leave with pay proportionate to the time worked per month.
- D. Employees may use only such vacation leave as has been earned and accrued provided, however, that five (5) working days of the initial vacation allowance may be allowed after the first six (6) months of service. The heads of the County offices, department, or institutions may establish the time when the vacation shall be taken.
- E. Any employee of the County of Cook who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Metropolitan Water Reclamation District of Greater Chicago and/or the Chicago Board of Education shall have the right to have the period as such service credited and counted for the purpose of computing the number of years of service as employees of the County for vacation credit only. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit. Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.
- F. In the event an employee has not taken vacation leave as provided by reason of separation from service, the employee, or in the event of death, the employee's spouse or estate, shall be entitled to receive the employee's prevailing salary for such unused vacation periods.
- G. In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.
- H. Any Cook County employee who is a re-employed veteran shall be entitled to be credited with working time for each of the years absent due to military service. The veteran's years of service for purposes of accrual of vacation time in the year of return to employment with Cook County, shall be the same as if employment had continued without interruption by military service.
- I. Holidays recognized by the Board of Commissioners of Cook County are not to be counted as part of a vacation.
- J. Employees on the 130 Extra and Overtime Account will not receive any fringe benefits.

## **ARTICLE VIII**

### **Welfare Benefits**

#### **Section 8.1 Hospitalization Insurance; Employee Contributions:**

The County agrees to maintain the current level of employee and dependent health benefits that are set forth in accordance with Appendix C as revised below by this Agreement and specifically described in Appendix C.

Item	12/1/15
Classic Blue	Eliminate
HMO OOP Maximum	\$1,600/\$3,200
HMO Accident/Illness	\$15
HMO Urgent Care	\$15
HMO Specialists	\$20
HMO ER	\$75
PPO Deductible	\$350/\$700
PPO OOP Maximum	\$1,600/\$3,200
PPO Accident/Illinois	90% after \$25
PPO Specialist	90% after \$35
PPO ER	\$75
RX	\$10/\$25/\$40
Generic Step Therapy	Implement
Mandatory Maintenance Choice	Implement
Healthcare Contributions	Additional 1 percent of salary aggregate increase (.50 percent increase on 12/1/15 and .50 percent increase on 12/1/16)

All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management. All employee contributions for Health Insurance shall be made on a pre-tax basis.

### **Section 8.2 Sick Leave:**

- A. All bargaining unit employees, other than seasonal employees, shall be granted sick leave with pay at the rate of one (1) working day for each month of service. Accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of five (5) days in a pay period to accrue time in that period.

Accrued sick leave will carry over if employees change offices or departments within the County as long as there is no break in service longer than thirty (30) days.

All individuals employed on a part-time work schedule of twenty (20) hours per week or more shall be granted sick leave with pay proportionate to the time worked per month.

- B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days, at the rate of twelve (12) working days per year. Records of sick leave credit and use shall be maintained by each office, department, or institution. Severance of employment terminates all rights for the compensation hereunder. Amount of leave accumulated at the time when any sick leave begins shall be available in full and additional leave shall continue to accrue while an employee is using that already accumulated.
- C. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury, in the immediate family of the

employee. After five (5) consecutive work days of absence due to illness, employees shall submit to their Department Head a doctor's certificate as proof of illness. Accordingly, sick leave shall not be used as additional vacation leave. Sick leave may be used as maternity or paternity leave by employees.

- D. An employee who has been off duty for five (5) consecutive days or more for any health reason may be required to undergo examination by the County's physician before returning to work.

For health related absences of less than five (5) consecutive days, a doctor's statement or proof of illness will not be required except in individual instances where the facility has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health related absence, examination by a facility physician may be required to make sure that the employee is physically fit for return to work.

Employees may take sick leave in one half (½) or full day increments.

- E. If, in the opinion of the head of the office, department or institution, the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days.
- F. The employee may apply for disability under the rules and regulations established by the Retirement Board.

### **Section 8.3 Disability Benefits:**

Employees incurring any occupational illness or injury will be covered by Workers' Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid Total Temporary Disability Benefits pursuant to the Worker's Compensation Act.

Duty disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan. Duty disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date the salary stops.

Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary. The County will also contribute the 8.5% of salary normally contributed for pension purposes. Other amounts normally deducted for annuity purposes shall continue to be deducted. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the Employer otherwise agree.

The employee will not be required to use sick time and/or vacation time for any day of duty disability. All of the provisions of this section are subject to change in conjunction with changes in State laws.

**Section 8.4 Life Insurance:**

All employees shall be provided with life insurance in an amount equal to the employee's annual salary (rounded to the next \$1,000), at no cost to the employee, with the option to purchase additional insurance up to a maximum of the employee's annual salary. No life insurance shall be offered through the County's HMO plans.

**Section 8.5 Pension Plan:**

Pension benefits for employees covered by this Agreement shall be as mandated under 40 ILCS 5/1 - 101 et seq.

**Section 8.6 Dental Plan:**

All employees shall be eligible to participate in the dental plan as set forth in Appendix C as revised by this Agreement and specifically described in Appendix C. No dental coverage shall be offered through the County's HMO plans.

**Section 8.7 Vision Plan:**

All employees shall be eligible to participate in the vision plan as set forth in Appendix C as revised by this Agreement and specifically described in Appendix C. No vision coverage shall be offered through the County's HMO plans.

**Section 8.8 Hospitalization - New Hires:**

All new employees covered by this Agreement shall be required to enroll in the County HMO plan of their choosing, such enrollment to be effective from the date of hire through the expiration of the first full health plan year following such date of hire.

**Section 8.9 Flexible Benefits Plan:**

All employees shall be eligible to participate, at no cost to them, in a flexible benefits plan to be established by the County. Such plan shall include segregated IRS accounts for child care and medical expenses.

**Section 8.10 Insurance Coverage:**

Employees on layoff status shall retain health and dental insurance coverage for a period of two (2) months following the month in which the effective date of the layoff occurs with the Employer paying the full premium, single or family plan as appropriate.

**Section 8.11 Insurance Opt-Out:**

Effective the first full pay period after 12/1 of each fiscal year, the Employer agrees to pay \$800.00/year to eligible employees who opt-out of the Employer's health benefit program. Provided, that prior to opting-out of any such program, the employee must demonstrate to the Employer's satisfaction that he/she has alternative healthcare coverage. Any employee electing to opt-out of the Employer's health benefit program may request that in lieu of a payment to the employee, this amount be credited to a medical flexible spending account. Eligible employees who lose their alternative healthcare coverage may enroll in or be reinstated to the Employer's health benefit program.

**Section 8.12 Confidentiality of Wellness Program:**

Health information will be kept confidential. Personal health information may only be used and disclosed as permitted by applicable law, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Health information may be disclosed to the screening agent, and to the employer acting as health plan sponsor for program administration purposes only as permitted by HIPAA. Program administration purposes may include offering and determining eligibility for Program incentives. The RFP for wellness vendors shall maximize the confidentiality of patient medical records and other privacy and confidentiality issues.

**ARTICLE IX  
Additional Benefits**

**Section 9.1 Bereavement Leave:**

- A. Excused leave with pay will be granted, up to three (3) days, to an employee for the funeral of a member of the employee's immediate family or household.
- B. Leave requested to attend the funeral of someone other than a member of an employee's immediate family or household may be granted, but time so used shall be deducted from the accumulated vacation or personal leave of the employee making the request.

Where death of a covered family member occurs and the funeral is to be held one hundred fifty (150) miles or more from the County Building located at 118 N. Clark St., Chicago IL, the employee shall be entitled to a maximum of five (5) normal day's pay.

To qualify for pay as provided herein, the employee must present satisfactory proof of death, relationship to deceased and attendance at the funeral. Any additional time needed in the event of bereavement may be taken as emergency vacation. If an employee's vacation is interrupted by death in the immediate family, bereavement pay as described herein shall be allowed and such days will not be counted as vacation.

**Section 9.2 Jury Duty:**

Approval will be granted for leave with pay, for any jury duty imposed upon any non-exempt officer or employee of the County of Cook. However, any compensation, exclusive of travel allowance received, must therefore be turned over to the County of Cook by said officer or employee.

**Section 9.3 Maternity/Paternity Leave:**

Maternity/paternity benefits for employees covered by this Agreement shall be as per the County policy.

**Section 9.4 Election Day:**

An employee who is a registered voter will receive two (2) hours' time off (without pay) during his regular work day so that he/she may vote in any general election. An employee desiring to take

such time off shall arrange the exact hours of intended absence with his/her supervisor at least two (2) work days prior to the election.

**Section 9.5 Personal Days:**

All employees, except those in a per diem or hourly pay status, shall be permitted four (4) days off with pay each fiscal year. Employees may be permitted these four (4) days off with pay for personal leave for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one-half (½) day at a time.

Employees entitled to receive such leave, who enter Cook County employment during the fiscal year, shall be given credit for such personal leave at the rate of 1.24 hours per pay period; except that two (2) personal days may be used for observance of religious holidays prior to accrual, to be paid back in the succeeding two (2) fiscal quarters. No more than (5) personal days may be used in a fiscal year.

Personal days shall not be used as additional vacation leave. If the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine personal days, sick leave, and vacation leave.

Personal days may not be used consecutively unless approved by the Department Head. Personal days off shall be scheduled in advance to be consistent with operating necessities and the convenience of the employee, subject to Department Head approval.

Severance of employment shall terminate all rights to accrued personal days.

**Section 9.6 School Conference and Activity Leave:**

The Employer agrees to comply with the provisions of the School Visitation Rights Act, which at the time of the execution of this agreement includes the following allowances for school conference and activity leave. The employer must grant an employee leave of up to a total of eight (8) hours during any school year in increments of no less than one (1) hour, no more than four (4) hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee's child. In the event of a conflict between the terms of this section and any subsequent amendment by the Act, the subsequently amended Act shall prevail.

**Section 9.7 Transfer for Medical Reasons:**

Employees may submit a request for a temporary transfer for bona fide medical reasons, for a period not to exceed six (6) months. The Employer and the Union may consider an extension request. Transfers for medical reasons shall not be arbitrarily or capriciously denied by the Employer.

## **ARTICLE X**

### **Leaves of Absence**

#### **Section 10.1 Regular Leave:**

An employee may be granted a leave of absence without pay by the Department Head, with the written approval of the Comptroller of Cook County. Such leave shall be intended to take care of emergency situations and shall be limited to one (1) month for every full year of continuous employment by the County and/or Cook County health facilities, not to exceed one (1) year, except for military service.

An employee desiring a leave of absence shall make written application to his/her immediate supervisor, who will then refer the application to the Department Head. If approved by the Department Head, the application will then be forwarded to the Cook County Comptroller for consideration. The application shall include the purpose for the leave of absence and the dates for which the leave is requested. An employee granted a leave of absence shall be eligible, when such leave expires, to receive the salary and the same or comparable position at the time the leave was granted.

Absence from County service on leave without pay for periods in excess of thirty (30) calendar days, all suspensions, time after layoffs for more than thirty (30) calendar days but less than one (1) year, all absences without leave shall be deducted in computing total continuous service and will effect a change in the anniversary date.

#### **Section 10.2 Seniority on Leave:**

An employee on an approved leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's Pension Plan).

#### **Section 10.3 Union Leave:**

A leave of absence not to exceed one (1) year without pay will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Such leave may be extended by mutual agreement. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend state and national conferences and conventions of the Union, not to exceed ten (10) work days for all employees.

#### **Section 10.4 Military Leave:**

Employees who enter the armed services of the United States shall be entitled to all the re-employment rights in accordance with State and Federal laws. An employee, who has at least six (6) months or more of continuous actual service and is a member of the Illinois National Guard or any of the Reserve Components of the Armed Forces of the United States, shall be entitled to leave of absence with full pay for a limited service in field training, cruises, and kindred recurring obligations. Such leave will normally be limited to eleven (11) working days in each year.

**Section 10.5 Veteran's Conventions:**

Any employee who is a delegate or alternate delegate to a National or State convention of a recognized veterans' organization may request a leave of absence for the purpose of attending said convention, providing, however, that any employee requesting a leave of absence with pay must meet the following conditions:

1. The employee must be a delegate or alternate delegate to the convention as established in the by-laws of the organization.
2. They must register with the credentials committee at the convention headquarters.
3. Their name must appear on the official delegate-alternate rolls that are filed at the State headquarters of their organization at the close of the convention.
4. They must have attended no other convention, with a leave of absence with pay, during the fiscal year.
5. The employee must produce, upon returning from the convention, a registration card signed by a proper official of the convention, indicating attendance.

**Section 10.6 Approval of Leave:**

No request for a leave, as defined in Sections 1 and 4 of this Article will be considered unless approved by the Department Head and no Department Head shall grant such approval, if, in his judgment, such absence from duty at the particular time requested would interfere with the conduct of County business.

**Section 10.7 Retention of Benefits:**

An employee will not earn sick pay or vacation credits while on a leave of absence. An employee on a leave of absence except for maternity or paternity leave will be required to pay the cost of the insurance benefits provided in Article VIII in order to keep these benefits in full force and effect during the period of leave. Arrangements for payments of such costs through normal deductions or otherwise must be made with the County's payroll office prior to departure on the leave. For the failure to make such arrangements the Employer may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

**Section 10.8 Parental Leave:**

Upon execution of the Collective Bargaining Agreement, Employees shall be eligible for paid Parental Leave pursuant to Cook County Board Resolution 13-R-346 and the corresponding Cook County Bureau of Human Resources Parental Leave Policy. Employees, except those who have applied for and been granted Parental Leave, shall be eligible for unpaid maternity or paternity leave pursuant to Cook County Personnel rule 6,03 (b).



## **ARTICLE XI**

### **Grievance Procedure**

#### **Section 11.1 Policy:**

The provisions of this Article supplement and modify the provisions of the County's Grievance Procedure applicable to all employees.

#### **Section 11.2 Definition:**

A grievance is a difference between an employee or the Union and the Employer with respect to the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement, the Employer's rules and regulations or disciplinary action. The Union will send copies of grievances appealed or submitted at Steps Two and Three to the County's Bureau of Human Resources.

#### **Section 11.3 Representation:**

Only the aggrieved employee(s) and/or representatives of the Union may present grievances. Employees may take up grievances through Steps One to Three either on their own and individually or with representation by the Union. If an employee takes up a grievance without Union representation, any resolution of the grievance shall be consistent with this Agreement and the Union representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of employees or to the Union's own interests or rights with the County may be initiated at Step Two by a Union representative.

#### **Section 11.4 Grievance Procedure:**

The steps and time limits as provided in the County's Grievance Procedure are as follows:

<b>Step</b>	<b>Submission Time Limit this step (calendar days)</b>	<b>To Whom Submitted</b>	<b>Time Limits Meeting</b>	<b>Response</b>
1	30 days	Immediate Supervisor	5 days	5 days
2	5 days	Department Head	10 days	10 days
3	10 days	Chief, Department Human Resources/Designee	30 days	30 days
4	30 days	Impartial Third	30 days	30 days

#### **Section 11.5 Time Limits:**

The initial time limit for presenting a grievance shall be thirty (30) days and the same limit shall apply to hearings and decisions at Step Four. Time limits may be extended by mutual agreement in writing between the employee and/or the Union and the County. Should the County fail to respond to a grievance in the time limits listed above, the Union shall have the right to advance the grievance to the next step.

### **Section 11.6 Stewards:**

The Union will advise the County in writing of the names of the stewards in each department with the County and shall notify the County promptly of any changes. Upon notification to their supervisor before leaving their work assignment or area, stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours without loss of pay, provided that such activity shall not exceed a reasonable period of time. It is understood that the assignment of individual stewards to represent employees shall be at the discretion of the Union.

All employees shall be allowed time off with pay to attend meetings agreed to by the Employer required by the Employer, or mandated by this Agreement.

Stewards shall be allowed to attend authorized meetings with Union representatives during their normal work hours without loss of pay. Such meetings shall be limited to a maximum of four (4) per year per steward.

### **Section 11.7 Union Representatives:**

Duly authorized business representatives of the Union will be permitted at reasonable times to enter the appropriate County Department for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the County Department Head/Designee in a manner suitable to the County on each occasion, will first secure the approval of the County Department Head/Designee to enter and conduct their business so as not to interfere with the operation of the County. Such permission will not be unreasonably withheld. The Union will not abuse this privilege, and such right of entry shall at all-time be subject to general County department rules applicable to non-employees.

### **Section 11.8 Impartial Arbitration:**

The Union may within thirty (30) days after receipt of the Step 3 answer submit in writing to the County notice that the grievance is to enter impartial arbitration. The Union and the County shall select an arbitrator from a permanent panel of seven (7) arbitrators. Arbitrators will be selected to hear and decide grievances arising under this agreement on a rotating basis. Either party shall have the authority to strike an arbitrator from the permanent panel at any time. The struck arbitrator will proceed on the cases then-currently assigned, but will not receive any new assignments. In the event that an arbitrator is struck from the panel, the parties shall meet as soon as possible to choose a mutually agreed upon replacement. Nothing herein shall prevent the parties from selecting an arbitrator from outside the panel. The Union and the County will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding.

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the County and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The Arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the County and the union. His/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

**Section 11.9 Expedited Arbitration:**

The parties may mutually agree that a grievance shall be submitted to expedited arbitration. If the parties agree to expedited arbitration, the following provisions of this paragraph shall apply. Immediately upon notification of the designated arbitrator, the parties shall arrange a place and date to conduct a hearing within a period of no more than thirty (30) calendar days, unless the parties agree to a longer period. If the designated arbitrator is not available to conduct a hearing within the thirty (30) calendar days and the parties do not otherwise agree to a longer period, the next panel member in the rotation shall be notified until an available arbitrator is obtained. Nothing herein precludes multiple cases being heard on the same day before the same arbitrator.

The hearing shall be conducted under the following procedures:

- a. The hearing shall be informal;
- b. No briefs shall be filed or transcripts made;
- c. There shall be no formal rules of evidence; however, the arbitrator shall only rely on credible relevant evidence;
- d. The hearing shall normally be completed within one (1) day;
- e. The arbitrator may issue a bench decision at the hearing, but in any event shall render a decision within seven (7) calendar days after the conclusion of the hearing. Such decision shall be based on the evidence before the arbitrator and shall include a brief written explanation of the basis for such conclusion. Any arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within seven (7) calendar days of the close of the hearing.

The decision of the arbitrator shall be final and binding, except that it shall not be regarded as precedent or be cited in any future proceeding. The parties further agree to increase the arbitration panel from seven (7) arbitrators to twelve (12) arbitrators.

## **ARTICLE XII**

### **Continuity of Operation**

**Section 12.1 No Strike:**

The Union will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the Employer's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

**Section 12.2 Union Responsibility:**

Should any activity prescribed in Section 1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- (a) Publicly disavow such action by the employees or other persons involved;
- (b) Advise the County in writing that such action has not been caused or sanctioned by the Union;
- (c) Notify the employees stating that it disapproves of such action instructing all employees to cease such action and return to work immediately;
- (d) Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the County to accomplish this end.

**Section 12.3 Discharge of Violators:**

The County shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the County may not be disturbed.

**Section 12.4 No Lock-Out:**

The County agrees that it will not lock out its employees during the term of this Agreement or any extension thereof.

**Section 12.5 Reservation of Rights:**

In the event of any violation of this Article by the Union or the County, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance procedure provided in this Agreement be first exhausted.

**ARTICLE XIII  
Miscellaneous**

**Section 13.1 No Discrimination:**

The County and the Union agree that neither shall discriminate in employment by reason of race, color, religion, national origin, ancestry, political belief or activity, age, sex, sexual orientation, military discharge, marital status, disability, parental status or activity on behalf of the Union.

It is the policy of the County that applicants for employment and promotion are recruited, selected, and hired on the basis of individual merit and ability with respect to positions being filled and potential for promotions or transfer which may be expected to develop.

**Section 13.2 Safety, Work Environment and Health:**

The County will maintain safe working conditions and health protection for all bargaining unit employees. The Union will cooperate toward this end and will encourage all bargaining unit employees to work in a safe manner.

- A. It will be the responsibility of both bargaining unit employees and supervisors to report unsafe and unhealthy work conditions. Bargaining unit employees are expected to, when they observe, or are involved in, unsafe working conditions and/or accidents, report them to their supervisor as expeditiously as possible. Supervisors shall assist bargaining unit employees in seeking medical attention and inform them of the proper method of reporting accidents.
- B. Supervisors and bargaining unit employees, at all levels, have a mutual obligation to consider health, safety and well-being of all concerned in practices and procedures regarding all aspects of their work. Supervisors will also consider these factors when recommending the purchase of tools, equipment or machinery.
- C. The County and the Union are committed to taking reasonable, necessary steps to limit and/or prevent the spread of communicable diseases in the workplace. The County shall make available to any employee who has occupational exposure during the course of his/her employment to blood or body substances, a Hepatitis B vaccine, and TB screening test or other appropriate vaccination at no cost to the employee. The County will also make professional counseling available to any employee who reasonably believes that she/he has become infected with TB, HIV, Hepatitis B or other communicable diseases during the course of his/her employment.

#### **Section 13.3 Voluntary and Community Service Workers:**

Voluntary organizations and community service workers perform services for the County that are a valuable and necessary contribution to the operation of the County. Also, the County engages in education and research which involves persons performing tasks and being taught to perform tasks which are similar or identical to work of employees of the bargaining unit. The County shall continue to have the right to avail itself of any and all such voluntary services and community service workers and to engage in such educational and research activities. No regular employees shall be laid off because of work done by volunteers and community service workers.

#### **Section 13.4 Bulletin Boards:**

The County will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices of a noncontroversial nature, but only after submitting them to the County Department Head for approval and posting. Permission to post shall not be unreasonably denied.

There shall be no distribution or posting by employees of advertising or political material, notices or other kinds of literature on the County's property other than herein provided.

#### **Section 13.5 Partial Invalidity:**

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

**Section 13.6 Sub-Contracting:**

It is the general policy of the County to continue to utilize its employees to perform work they are qualified to perform. The County may, however, subcontract where circumstances warrant. The County will advise the Union in writing at least **five (5)** months in advance when such changes are contemplated and will discuss such contemplated changes with the Union, pursuant to the Illinois Public Labor Relations Act of 1984. The County will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

**Section 13.7 Tuition Reimbursement:**

The County encourages employees to continue their education and acquire new skills through a program sponsored in conjunction with the City Colleges of Chicago and the Suburban Community Colleges. Employees making application for specific courses shall follow the Cook County tuition reimbursement policy provided sufficient funds are available.

Based on available funds, an employee may request reimbursement up to an amount no greater than \$300.00 in a fiscal year for employment related course-work. Applications should be made through the Cook County Bureau of Human Resources.

**Section 13.8 Personnel Files:**

Upon written request to the Personnel Office, an employee may inspect his/her personnel file at any time mutually acceptable to the employee and Employer. Copies of materials in an employee's personnel file shall be provided to the employee upon request in accordance with applicable law.

**Section 13.9 Post Accident Drug and Alcohol Testing:**

Employees shall submit to post-accident alcohol and drug testing if they are involved in a motor vehicle accident (1) at any time where the employee is operating a County-owned rental or leased vehicle; and (2) where the employee is operating any vehicle while conducting County business during the hours of their employment including overtime. Such testing will reinforce the Employer and the Union's commitment to the safety of the employee and the public.

**Section 13.10 Dignity and Respect:**

The County and the Union agree to promote a professional working atmosphere. Employees who believe they have been subjected to unprofessional or inappropriate treatment by a supervisor or co-worker may raise their concern regarding said treatment with the manager of Labor Relations who will investigate the complaint and advise the employee of any action taken which has been deemed necessary and appropriate under the circumstances.

**Section 13.11 COPE:**

The Union has established a political action committee which is called SEIU COPE. Union members may contribute voluntarily to this committee to support the political activities of the Union.

The Employer agrees to deduct the contribution amount established by the committee per pay period from the wage of employees who voluntarily authorize in writing such deductions. Such amounts shall be forwarded thirty (30) days after the close of the pay period for which deductions are made.

**Section 13.12 Travel Reimbursement:**

Employees required to use personally owned automobiles in the course of their employment shall be reimbursed in accordance with the Cook County Travel Expense Reimbursement Policy except that the reimbursement rate shall not at any time be less than the maximum allowable business standard mileage rate set by the Internal Revenue Service. Provided, however, that the Employer will have sixty (6) days to implement any revised rates from the effective date of such rate set by the Internal Revenue Service

**Section 13.13 Mileage:**

Employees covered by this agreement shall be reimbursed at the current allowable IRS rate. Employees shall be reimbursed for all work related traveled miles. Mileage reimbursement reports shall be submitted by the 1<sup>st</sup> day of every month and reimbursement shall occur within 45 days of submittal to the department. All other matters related to mileage are subject to Cook County ordinance.

**Section 13.14 Drug Testing:**

Employees shall submit to post-accident alcohol and drug testing if they are involved in a motor vehicle accident (1) at any time where the employee is operating a County-owned rental or leased vehicle; and (2) where the employee is operating any vehicle while conducting county business during the hours of their employment including overtime. Such testing will reinforce the Employer and the Union's commitment to the safety of the employee and the public.

**Section 13.15 Personal Rules Changes:**

When the Employer is considering modifications in its personnel policies or rules, it shall notify the Union at least twenty-one (21) days prior to any modification, and shall discuss such contemplated changes with the Union, pursuant to the provisions of the Illinois Public Labor Relations Act.

**Section 13.16 Orientation:**

The County shall grant the Union thirty (30) minutes at the end of the orientation of new employees to present the benefits of union membership at which time the Union may give the employees a copy of this Agreement.

The County and the Union agree to communicate monthly regarding the time and place of the orientation. A steward designated by the Union shall be given reasonable notice of the orientation and he/she shall also be released with pay for such purpose.

## **ARTICLE XIV**

### **Discipline**

#### **Section 14.1 General:**

Disciplinary action will be imposed upon an employee only for just cause. Discipline will be imposed as soon as practicable after the Employer is aware of the conduct or event giving rise to the discipline and after the Employer has had a reasonable period of time to investigate the matter. Prior to any meeting which could lead to discipline, an employee will be advised of his/her right to Union representation at that meeting.

While the parties agree that discipline should be timely, the parties also acknowledge that a determination of whether discipline is timely depends on the facts and circumstances of each case. While it is the County's policy to endeavor to issue discipline within thirty days of the County's knowledge of the incident giving rise to that discipline, the failure of the County to do so within thirty days, in and of itself, shall not be the sole basis for granting a grievance and overturning a discipline decision.

#### **Section 14.2 Form of Discipline:**

The Employer agrees with the principles of fairness and consistency in imposing discipline. Generally, disciplinary action will include the following steps:

- Oral reprimand
- Written reprimand
- Suspension
- Discharge

In determining what disciplinary action is appropriate, the Employer will consider the nature and gravity of the misconduct, the employee's disciplinary record and any mitigating circumstances. Certain serious misconduct may result in suspension or automatic discharge as defined in the Rules and Regulations Governing Employee Conduct.

Oral warnings and written warnings shall remain in an employee's personnel file, but will not be considered for purposes of progressive discipline after twelve months, if the employee has not additional discipline for the same or similar offense. Suspensions will remain in the employee's personnel file, but will not be considered for purposes of progressive discipline after forty-eight (48) months if the employee has not received discipline during that forty-eight (48) month period. If the employee or union claim in any grievance or arbitration preceding that the employee has a "clean": or "unblemished" record, the County will be free to use any discipline issued to the employee regardless of the provisions of this section.

#### **Section 14.3 Training:**

The Employer will train supervisors in the fair and consistent administration of this policy.



## **ARTICLE XV**

### **Duration**

#### **Section 15.1 Term:**

This Agreement shall become effective on December 1, 2012 and shall remain in effect through November 30, 2017. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

In the event such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date until a new Agreement has been reached or either party shall give the other party five (5) calendar day's written notice of cancellation thereafter.

#### **Section 15.2 Notice:**

Any notice under this Agreement shall be given by registered or certified mail. If given by the Union, then such notice shall be addressed to the following individuals:

1. President  
Board of Commissioners of Cook County  
118 North Clark Street  
Room 537  
Chicago, IL 60602
2. Chief  
Cook County Bureau of Human Resources  
118 North Clark Street  
Room 840  
Chicago, IL 60602

If given by the County, then such notice shall be addressed to:

President/Business Manager  
SEIU Local 73  
Service Employees International Union  
300 S. Ashland, Suite 400  
Chicago, Illinois 60607

Either party may, by like written notice, change the address to which notice to it shall be given.

Signed and entered into this 14th day of September, 2016.

**COUNTY OF COOK:**

BY:



TONI PRECKWINKLE, President  
Cook County Board of Commissioners

APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS

SEP 14 2016

Attest:



COM \_\_\_\_\_

DAVID D. ORR  
Cook County Clerk

UNION: Service Employees International Union, Local 73

BY:



ELISEO MEDINA, TRUSTEE  
Service Employees International Union, Local 73

**APPENDIX A**  
**SEIU Local 73 Building & Zoning**

<b>JOB CODE</b>	<b>GRADE</b>	<b>TITLE</b>
0906	09	Clerk IV
0907	11	Clerk V
0936	13	Stenographer V
0174	14	Bookkeeper IV
0050	18	Administrative Assistant IV

		SCHEDULE I						Effective June 1, 2013			
		BUREAU OF HUMAN RESOURCES									
		CORPORATE - SEIU LOCAL 73									
								After 2 Years At 5th Step	After 1 Year at 1st Longevity Rate & 10 Years Service	After 1 Year at 2nd Longevity Rate & 15 Years Service	After 1 Year at 3rd Longevity Rate & 20 Years Service
Grade		1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	
9	Hourly	13.907	14.538	15.245	15.981	16.718	17.513	18.011	18.192	18.728	
	Bi-Weekly	1,112.56	1,163.04	1,219.60	1,278.48	1,337.44	1,401.04	1,440.88	1,455.36	1,498.24	
	Annual	28,926	30,239	31,709	33,240	34,773	36,427	37,462	37,839	38,954	
10	Hourly	14.896	15.591	16.324	17.114	17.938	18.776	19.134	19.336	19.908	
	Bi-Weekly	1,191.68	1,247.28	1,305.92	1,369.12	1,435.04	1,502.08	1,530.72	1,546.88	1,592.64	
	Annual	30,983	32,429	33,953	35,597	37,311	39,054	39,798	40,218	41,408	
11	Hourly	15.981	16.718	17.513	18.330	19.237	20.212	20.617	20.808	21.445	
	Bi-Weekly	1,278.48	1,337.44	1,401.04	1,466.40	1,538.96	1,616.96	1,649.36	1,664.64	1,715.60	
	Annual	33,240	34,773	36,427	38,126	40,012	42,040	42,883	43,280	44,605	
12	Hourly	17.114	17.938	18.776	19.680	20.693	21.651	22.075	22.295	22.972	
	Bi-Weekly	1,369.12	1,435.04	1,502.08	1,574.40	1,655.44	1,732.08	1,766.00	1,783.60	1,837.76	
	Annual	35,597	37,311	39,054	40,934	43,041	45,034	45,916	46,373	47,781	
13	Hourly	18.330	19.237	20.212	21.187	22.147	23.255	23.719	23.947	24.671	
	Bi-Weekly	1,466.40	1,538.96	1,616.96	1,694.96	1,771.76	1,860.40	1,897.52	1,915.76	1,973.68	
	Annual	38,126	40,012	42,040	44,068	46,065	48,370	49,335	49,809	51,315	
14	Hourly	19.680	20.693	21.651	22.744	23.821	24.951	25.467	25.720	26.496	
	Bi-Weekly	1,574.40	1,655.44	1,732.08	1,819.52	1,905.68	1,996.08	2,037.36	2,057.60	2,119.68	
	Annual	40,934	43,041	45,034	47,307	49,547	51,898	52,971	53,497	55,111	
15	Hourly	21.187	22.147	23.255	24.408	25.633	26.839	27.381	27.661	28.486	
	Bi-Weekly	1,694.96	1,771.76	1,860.40	1,952.64	2,050.64	2,147.12	2,190.48	2,212.88	2,278.88	
	Annual	44,068	46,065	48,370	50,768	53,316	55,825	56,952	57,534	59,250	
16	Hourly	22.744	23.821	24.951	26.145	27.407	28.677	29.268	29.552	30.442	
	Bi-Weekly	1,819.52	1,905.68	1,996.08	2,091.60	2,192.56	2,294.16	2,341.44	2,364.16	2,435.36	
	Annual	47,307	49,547	51,898	54,381	57,006	59,648	60,877	61,468	63,319	
17	Hourly	24.408	25.633	26.839	28.089	29.478	30.935	31.540	31.842	32.805	
	Bi-Weekly	1,952.64	2,050.64	2,147.12	2,247.12	2,358.24	2,474.80	2,523.20	2,547.36	2,624.40	
	Annual	50,768	53,316	55,825	58,425	61,314	64,344	65,603	66,231	68,234	
18	Hourly	26.145	27.407	28.677	30.103	31.491	33.045	33.721	34.040	35.094	
	Bi-Weekly	2,091.60	2,192.56	2,294.16	2,408.24	2,519.28	2,643.60	2,697.68	2,723.20	2,807.52	
	Annual	54,381	57,006	59,648	62,614	65,501	68,733	70,139	70,803	72,995	
19	Hourly	28.677	30.103	31.491	33.045	34.607	36.266	36.818	37.176	38.302	
	Bi-Weekly	2,294.16	2,408.24	2,519.28	2,643.60	2,768.56	2,901.28	2,945.44	2,974.08	3,064.16	
	Annual	59,648	62,614	65,501	68,733	71,982	75,433	76,581	77,326	79,668	
20	Hourly	31.491	33.045	34.607	36.266	37.978	39.832	40.417	40.808	42.039	
	Bi-Weekly	2,519.28	2,643.60	2,768.56	2,901.28	3,038.24	3,186.56	3,233.36	3,264.64	3,363.12	
	Annual	65,501	68,733	71,982	75,433	78,994	82,850	84,067	84,880	87,441	
21	Hourly	34.607	36.266	37.978	39.832	41.722	43.752	44.401	44.843	46.203	
	Bi-Weekly	2,768.56	2,901.28	3,038.24	3,186.56	3,337.76	3,500.16	3,552.08	3,587.44	3,696.24	
	Annual	71,982	75,433	78,994	82,850	86,781	91,004	92,354	93,273	96,102	
22	Hourly	37.978	39.832	41.722	43.752	45.784	47.991	48.696	49.180	50.654	
	Bi-Weekly	3,038.24	3,186.56	3,337.76	3,500.16	3,662.72	3,839.28	3,895.68	3,934.40	4,052.32	
	Annual	78,994	82,850	86,781	91,004	95,230	99,821	101,287	102,294	105,360	
23	Hourly	39.832	41.722	43.752	45.784	47.991	50.379	51.125	51.635	53.196	
	Bi-Weekly	3,186.56	3,337.76	3,500.16	3,662.72	3,839.28	4,030.32	4,090.00	4,130.80	4,255.68	
	Annual	82,850	86,781	91,004	95,230	99,821	104,788	106,340	107,400	110,647	

Effective June 1, 2014										
SCHEDULE I										
BUREAU OF HUMAN RESOURCES										
CORPORATE - SEIU LOCAL 73										
							After 2 Years At 5th Step	After 1 Year at 1st Longevity Rate & 10 Years Service	After 1 Year at 2nd Longevity Rate & 15 Years Service	After 1 Year at 3rd Longevity Rate & 20 Years Service
Grade		1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step
9	Hourly	14.116	14.756	15.474	16.221	16.969	17.776	18.281	18.465	19.009
	Bi-Weekly	1,129.28	1,180.48	1,237.92	1,297.68	1,357.52	1,422.08	1,462.48	1,477.20	1,520.72
	Annual	29,361	30,692	32,185	33,739	35,295	36,974	38,024	38,407	39,538
10	Hourly	15.119	15.825	16.569	17.371	18.207	19.058	19.421	19.626	20.207
	Bi-Weekly	1,209.52	1,266.00	1,325.52	1,389.68	1,456.56	1,524.64	1,553.68	1,570.08	1,616.56
	Annual	31,447	32,916	34,463	36,131	37,870	39,640	40,395	40,822	42,030
11	Hourly	16.221	16.969	17.776	18.605	19.526	20.515	20.926	21.120	21.767
	Bi-Weekly	1,297.68	1,357.52	1,422.08	1,488.40	1,562.08	1,641.20	1,674.08	1,689.60	1,741.36
	Annual	33,739	35,295	36,974	38,698	40,614	42,671	43,526	43,929	45,275
12	Hourly	17.371	18.207	19.058	19.975	21.003	21.976	22.406	22.629	23.317
	Bi-Weekly	1,389.68	1,456.56	1,524.64	1,598.00	1,680.24	1,758.08	1,792.48	1,810.32	1,865.36
	Annual	36,131	37,870	39,640	41,548	43,686	45,710	46,604	47,068	48,499
13	Hourly	18.605	19.526	20.515	21.505	22.479	23.604	24.075	24.306	25.041
	Bi-Weekly	1,488.40	1,562.08	1,641.20	1,720.40	1,798.32	1,888.32	1,926.00	1,944.48	2,003.28
	Annual	38,698	40,614	42,671	44,730	46,756	49,096	50,076	50,556	52,085
14	Hourly	19.975	21.003	21.976	23.085	24.178	25.325	25.849	26.106	26.893
	Bi-Weekly	1,598.00	1,680.24	1,758.08	1,846.80	1,934.24	2,026.00	2,067.92	2,088.48	2,151.44
	Annual	41,548	43,686	45,710	48,016	50,290	52,676	53,765	54,300	55,937
15	Hourly	21.505	22.479	23.604	24.774	26.017	27.242	27.792	28.076	28.913
	Bi-Weekly	1,720.40	1,798.32	1,888.32	1,981.92	2,081.36	2,179.36	2,223.36	2,246.08	2,313.04
	Annual	44,730	46,756	49,096	51,529	54,115	56,663	57,807	58,398	60,139
16	Hourly	23.085	24.178	25.325	26.537	27.818	29.107	29.707	29.995	30.899
	Bi-Weekly	1,846.80	1,934.24	2,026.00	2,122.96	2,225.44	2,328.56	2,376.56	2,399.60	2,471.92
	Annual	48,016	50,290	52,676	55,196	57,861	60,542	61,790	62,389	64,269
17	Hourly	24.774	26.017	27.242	28.510	29.920	31.399	32.013	32.320	33.297
	Bi-Weekly	1,981.92	2,081.36	2,179.36	2,280.80	2,393.60	2,511.92	2,561.04	2,585.60	2,663.76
	Annual	51,529	54,115	56,663	59,300	62,233	65,309	66,587	67,225	69,257
18	Hourly	26.537	27.818	29.107	30.555	31.963	33.541	34.227	34.551	35.620
	Bi-Weekly	2,122.96	2,225.44	2,328.56	2,444.40	2,557.04	2,683.28	2,738.16	2,764.08	2,849.60
	Annual	55,196	57,861	60,542	63,554	66,483	69,765	71,192	71,866	74,089
19	Hourly	29.107	30.555	31.963	33.541	35.126	36.810	37.370	37.734	38.877
	Bi-Weekly	2,328.56	2,444.40	2,557.04	2,683.28	2,810.08	2,944.80	2,989.60	3,018.72	3,110.16
	Annual	60,542	63,554	66,483	69,765	73,062	76,564	77,729	78,486	80,864
20	Hourly	31.963	33.541	35.126	36.810	38.548	40.429	41.023	41.420	42.670
	Bi-Weekly	2,557.04	2,683.28	2,810.08	2,944.80	3,083.84	3,234.32	3,281.84	3,313.60	3,413.60
	Annual	66,483	69,765	73,062	76,564	80,179	84,092	85,327	86,153	88,753
21	Hourly	35.126	36.810	38.548	40.429	42.348	44.408	45.067	45.516	46.896
	Bi-Weekly	2,810.08	2,944.80	3,083.84	3,234.32	3,387.84	3,552.64	3,605.36	3,641.28	3,751.68
	Annual	73,062	76,564	80,179	84,092	88,083	92,368	93,739	94,673	97,543
22	Hourly	38.548	40.429	42.348	44.408	46.471	48.711	49.426	49.918	51.414
	Bi-Weekly	3,083.84	3,234.32	3,387.84	3,552.64	3,717.68	3,896.88	3,954.08	3,993.44	4,113.12
	Annual	80,179	84,092	88,083	92,368	96,659	101,318	102,806	103,829	106,941
23	Hourly	40.429	42.348	44.408	46.471	48.711	51.135	51.892	52.410	53.994
	Bi-Weekly	3,234.32	3,387.84	3,552.64	3,717.68	3,896.88	4,090.80	4,151.36	4,192.80	4,319.52
	Annual	84,092	88,083	92,368	96,659	101,318	106,360	107,935	109,012	112,307

Effective December 1, 2015									
SCHEDULE I									
BUREAU OF HUMAN RESOURCES									
CORPORATE - SEIU LOCAL 73									

Effective December 1, 2016

**SCHEDULE I  
BUREAU OF HUMAN RESOURCES  
CORPORATE - SEIU LOCAL 73**

		<div> <div>After 2 Years At 5th Step</div> <div>After 1 Year at 1st Longevity Rate &amp; 10 Years Service</div> <div>After 1 Year at 2nd Longevity Rate &amp; 15 Years Service</div> <div>After 1 Year at 3rd Longevity Rate &amp; 20 Years Service</div> </div>								
<b>Grade</b>		<b>1st Step</b>	<b>2nd Step</b>	<b>3rd Step</b>	<b>4th Step</b>	<b>5th Step</b>	<b>6th Step</b>	<b>7th Step</b>	<b>8th Step</b>	<b>9th Step</b>
9	Hourly	15.016	15.697	16.461	17.256	18.051	18.911	19.448	19.643	20.222
	Bi-Weekly	1,201.28	1,255.76	1,316.88	1,380.48	1,444.08	1,512.88	1,555.84	1,571.44	1,617.76
	Annual	31,233	32,649	34,238	35,892	37,546	39,334	40,451	40,857	42,061
10	Hourly	16.083	16.835	17.626	18.479	19.368	20.274	20.660	20.878	21.496
	Bi-Weekly	1,286.64	1,346.80	1,410.08	1,478.32	1,549.44	1,621.92	1,652.80	1,670.24	1,719.68
	Annual	33,452	35,016	36,662	38,436	40,285	42,169	42,972	43,426	44,711
11	Hourly	17.256	18.051	18.911	19.793	20.772	21.824	22.262	22.467	23.156
	Bi-Weekly	1,380.48	1,444.08	1,512.88	1,583.44	1,661.76	1,745.92	1,780.96	1,797.36	1,852.48
	Annual	35,892	37,546	39,334	41,169	43,205	45,393	46,304	46,731	48,164
12	Hourly	18.479	19.368	20.274	21.251	22.343	23.378	23.835	24.074	24.805
	Bi-Weekly	1,478.32	1,549.44	1,621.92	1,700.08	1,787.44	1,870.24	1,906.80	1,925.92	1,984.40
	Annual	38,436	40,285	42,169	44,202	46,473	48,626	49,576	50,073	51,594
13	Hourly	19.793	20.772	21.824	22.877	23.914	25.111	25.612	25.857	26.639
	Bi-Weekly	1,583.44	1,661.76	1,745.92	1,830.16	1,913.12	2,008.88	2,048.96	2,068.56	2,131.12
	Annual	41,169	43,205	45,393	47,584	49,741	52,230	53,272	53,782	55,409
14	Hourly	21.251	22.343	23.378	24.558	25.721	26.942	27.488	27.772	28.610
	Bi-Weekly	1,700.08	1,787.44	1,870.24	1,964.64	2,057.68	2,155.36	2,199.84	2,221.76	2,288.80
	Annual	44,202	46,473	48,626	51,080	53,499	56,039	57,195	57,765	59,508
15	Hourly	22.877	23.914	25.111	26.354	27.677	28.981	29.566	29.868	30.758
	Bi-Weekly	1,830.16	1,913.12	2,008.88	2,108.32	2,214.16	2,318.48	2,365.28	2,389.44	2,460.64
	Annual	47,584	49,741	52,230	54,816	57,568	60,280	61,497	62,125	63,976
16	Hourly	24.558	25.721	26.942	28.230	29.592	30.964	31.602	31.909	32.870
	Bi-Weekly	1,964.64	2,057.68	2,155.36	2,258.40	2,367.36	2,477.12	2,528.16	2,552.72	2,629.60
	Annual	51,080	53,499	56,039	58,718	61,551	64,405	65,732	66,370	68,369
17	Hourly	26.354	27.677	28.981	30.329	31.828	33.403	34.055	34.382	35.421
	Bi-Weekly	2,108.32	2,214.16	2,318.48	2,426.32	2,546.24	2,672.24	2,724.40	2,750.56	2,833.68
	Annual	54,816	57,568	60,280	63,084	66,202	69,478	70,834	71,514	73,675
18	Hourly	28.230	29.592	30.964	32.504	34.002	35.681	36.411	36.756	37.893
	Bi-Weekly	2,258.40	2,367.36	2,477.12	2,600.32	2,720.16	2,854.48	2,912.88	2,940.48	3,031.44
	Annual	58,718	61,551	64,405	67,608	70,724	74,216	75,734	76,452	78,817
19	Hourly	30.964	32.504	34.002	35.681	37.368	39.159	39.754	40.142	41.358
	Bi-Weekly	2,477.12	2,600.32	2,720.16	2,854.48	2,989.44	3,132.72	3,180.32	3,211.36	3,308.64
	Annual	64,405	67,608	70,724	74,216	77,725	81,450	82,688	83,495	86,024
20	Hourly	34.002	35.681	37.368	39.159	41.007	43.009	43.640	44.063	45.392
	Bi-Weekly	2,720.16	2,854.48	2,989.44	3,132.72	3,280.56	3,440.72	3,491.20	3,525.04	3,631.36
	Annual	70,724	74,216	77,725	81,450	85,294	89,458	90,771	91,651	94,415
21	Hourly	37.368	39.159	41.007	43.009	45.050	47.242	47.942	48.420	49.889
	Bi-Weekly	2,989.44	3,132.72	3,280.56	3,440.72	3,604.00	3,779.36	3,835.36	3,873.60	3,991.12
	Annual	77,725	81,450	85,294	89,458	93,704	98,263	99,719	100,713	103,769
22	Hourly	41.007	43.009	45.050	47.242	49.436	51.819	52.580	53.103	54.695
	Bi-Weekly	3,280.56	3,440.72	3,604.00	3,779.36	3,954.88	4,145.52	4,206.40	4,248.24	4,375.60
	Annual	85,294	89,458	93,704	98,263	102,826	107,783	109,366	110,454	113,765
23	Hourly	43.009	45.050	47.242	49.436	51.819	54.398	55.204	55.754	57.439
	Bi-Weekly	3,440.72	3,604.00	3,779.36	3,954.88	4,145.52	4,351.84	4,416.32	4,460.32	4,595.12
	Annual	89,458	93,704	98,263	102,826	107,783	113,147	114,824	115,968	119,473

Effective June 1, 2017										
SCHEDULE I										
BUREAU OF HUMAN RESOURCES										
CORPORATE - SEIU LOCAL 73										
							After 2 Years At 5th Step	After 1 Year at 1st Longevity Rate & 10 Years Service	After 1 Year at 2nd Longevity Rate & 15 Years Service	After 1 Year at 3rd Longevity Rate & 20 Years Service
Grade		1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step
9	Hourly	15.316	16.011	16.790	17.601	18.412	19.289	19.837	20.036	20.626
	Bi-Weekly	1,225.28	1,280.88	1,343.20	1,408.08	1,472.96	1,543.12	1,586.96	1,602.88	1,650.08
	Annual	31,857	33,302	34,923	36,610	38,296	40,121	41,260	41,674	42,902
10	Hourly	16.405	17.172	17.979	18.849	19.755	20.679	21.073	21.296	21.926
	Bi-Weekly	1,312.40	1,373.76	1,438.32	1,507.92	1,580.40	1,654.32	1,685.84	1,703.68	1,754.08
	Annual	34,122	35,717	37,396	39,205	41,090	43,012	43,831	44,295	45,606
11	Hourly	17.601	18.412	19.289	20.189	21.187	22.260	22.707	22.916	23.619
	Bi-Weekly	1,408.08	1,472.96	1,543.12	1,615.12	1,694.96	1,780.80	1,816.56	1,833.28	1,889.52
	Annual	36,610	38,296	40,121	41,993	44,068	46,300	47,230	47,665	49,127
12	Hourly	18.849	19.755	20.679	21.676	22.790	23.846	24.312	24.555	25.301
	Bi-Weekly	1,507.92	1,580.40	1,654.32	1,734.08	1,823.20	1,907.68	1,944.96	1,964.40	2,024.08
	Annual	39,205	41,090	43,012	45,086	47,403	49,599	50,568	51,074	52,626
13	Hourly	20.189	21.187	22.260	23.335	24.392	25.613	26.124	26.374	27.172
	Bi-Weekly	1,615.12	1,694.96	1,780.80	1,866.80	1,951.36	2,049.04	2,089.92	2,109.92	2,173.76
	Annual	41,993	44,068	46,300	48,536	50,735	53,275	54,337	54,857	56,517
14	Hourly	21.676	22.790	23.846	25.049	26.235	27.481	28.048	28.327	29.182
	Bi-Weekly	1,734.08	1,823.20	1,907.68	2,003.92	2,098.80	2,198.48	2,243.84	2,266.16	2,334.56
	Annual	45,086	47,403	49,599	52,101	54,568	57,160	58,339	58,920	60,698
15	Hourly	23.335	24.392	25.613	26.881	28.231	29.561	30.157	30.465	31.373
	Bi-Weekly	1,866.80	1,951.36	2,049.04	2,150.48	2,258.48	2,364.88	2,412.56	2,437.20	2,509.84
	Annual	48,536	50,735	53,275	55,912	58,720	61,486	62,726	63,367	65,255
16	Hourly	25.049	26.235	27.481	28.795	30.184	31.583	32.234	32.547	33.527
	Bi-Weekly	2,003.92	2,098.80	2,198.48	2,303.60	2,414.72	2,526.64	2,578.72	2,603.76	2,682.16
	Annual	52,101	54,568	57,160	59,893	62,782	65,692	67,046	67,697	69,736
17	Hourly	26.881	28.231	29.561	30.936	32.465	34.071	34.736	35.070	36.129
	Bi-Weekly	2,150.48	2,258.48	2,364.88	2,474.88	2,597.20	2,725.68	2,778.88	2,805.60	2,890.32
	Annual	55,912	58,720	61,486	64,346	67,527	70,867	72,250	72,945	75,148
18	Hourly	28.795	30.184	31.583	33.154	34.682	36.395	37.139	37.491	38.651
	Bi-Weekly	2,303.60	2,414.72	2,526.64	2,652.32	2,774.56	2,911.60	2,971.12	2,999.28	3,092.08
	Annual	59,893	62,782	65,692	68,960	72,138	75,701	77,249	77,981	80,394
19	Hourly	31.583	33.154	34.682	36.395	38.115	39.942	40.549	40.945	42.185
	Bi-Weekly	2,526.64	2,652.32	2,774.56	2,911.60	3,049.20	3,195.36	3,243.92	3,275.60	3,374.80
	Annual	65,692	68,960	72,138	75,701	79,279	83,079	84,341	85,165	87,744
20	Hourly	34.682	36.395	38.115	39.942	41.827	43.869	44.513	44.944	46.300
	Bi-Weekly	2,774.56	2,911.60	3,049.20	3,195.36	3,346.16	3,509.52	3,561.04	3,595.52	3,704.00
	Annual	72,138	75,701	79,279	83,079	87,000	91,247	92,587	93,483	96,304
21	Hourly	38.115	39.942	41.827	43.869	45.951	48.187	48.901	49.388	50.887
	Bi-Weekly	3,049.20	3,195.36	3,346.16	3,509.52	3,676.08	3,854.96	3,912.08	3,951.04	4,070.96
	Annual	79,279	83,079	87,000	91,247	95,578	100,228	101,714	102,727	105,844
22	Hourly	41.827	43.869	45.951	48.187	50.425	52.855	53.632	54.165	55.789
	Bi-Weekly	3,346.16	3,509.52	3,676.08	3,854.96	4,034.00	4,228.40	4,290.56	4,333.20	4,463.12
	Annual	87,000	91,247	95,578	100,228	104,884	109,938	111,554	112,663	116,041
23	Hourly	43.869	45.951	48.187	50.425	52.855	55.486	56.308	56.869	58.588
	Bi-Weekly	3,509.52	3,676.08	3,854.96	4,034.00	4,228.40	4,438.88	4,504.64	4,549.52	4,687.04
	Annual	91,247	95,578	100,228	104,884	109,938	115,410	117,120	118,287	121,863



**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C  
PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE  
DECEMBER 1, 2015 AND DECEMBER 1, 2016**

**Cook County Benefit Overview**

<b>HMO(s)</b>	<b>Benefits Effective until 11/30/2015</b>	<b>Benefits Effective 12/1/2015</b>
<i>Classic Blue Option</i>	In Effect	Eliminated
<i>Out of Pocket Maximum</i>	Drug Copays do not accumulate to OOP Max	All Copays accumulate to OOP Max
<i>Out of Pocket Maximum</i>	\$1,500 single / \$3,000 family	\$1,600 single / \$3,200 family
<i>Inpatient Facility</i>	\$100 copay per admit	\$100 copay per admit
<i>Preventive</i>	\$10 copay	\$0 copay (100% Covered)
<i>Other PCP / Urgent Care</i>	\$10 copay	\$15 copay
<i>Specialists</i>	\$10 copay	\$20 copay
<i>X-Ray / Diagnostic tests (performed in lab or hospital)</i>	\$0 copay	\$0 copay
<i>Accident / illness</i>	\$10 copay	\$15 copay
<i>Emergency Room</i>	\$40 copay	\$75 copay

<b>PPO</b>	<b>Benefits Effective until 11/30/2015</b>	<b>Benefits Effective 12/1/2015</b>
<i>Deductible and Out of Pocket Maximum</i>	Copay and Deductibles do not accumulate to OOP Max	Copay and Deductibles do accumulate to OOP Max
<i>Annual Deductible</i>	\$125 / \$250 (Single / Family) 2x Out of Network	\$350 / \$700 (Single / Family) 2x Out of Network
<i>Out of Pocket Maximum</i>	\$1,500/\$3,000 (Single / Family) 2x Out of Network	\$1,600/\$3,200 (Single / Family) 2x Out of Network
<i>Inpatient Facility</i>	90% In network / 60% Out of network	90% In network / 60% Out of network
<i>Preventive</i>	90% coinsurance after \$25 copay / 60% Out of network	\$0 copay (100% Covered)

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C  
PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE  
DECEMBER 1, 2015 AND DECEMBER 1, 2016

PCP	90% coinsurance after \$25 copay / 60% Out of network	90% coinsurance after \$25 copay / 60% Out of network
Specialists	90% coinsurance after \$25 copay / 60% Out of network	90% coinsurance after \$35 copay / 60% Out of network
X-Ray / Diagnostic tests (performed in lab or hospital)	90% In network 60% Out of network	90% in network 60% Out of network
Accident / Illness	90% coinsurance after \$25 copay / 60% Out of network	90% coinsurance after \$25 copay / 60% Out of network
Emergency Room – In / Out of Network	\$40 copay	\$75 copay

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C  
PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE  
DECEMBER 1, 2015 AND DECEMBER 1, 2016

**Cook County Benefit Overview (Cont.)**

<b>Drug</b>	<b>Benefits Effective until 11/30/2015</b>	<b>Benefits Effective 12/1/2015</b>
<i>Prescription Drugs – Retail</i>	Generic: \$7 copay Brand Formulary: \$15 copay Brand Non-Formulary: \$25 copay Mail Order: 2 x retail	Generic: \$10 copay Brand Formulary: \$25 copay Brand Non-Formulary: \$40 copay Mail Order: 2 x retail
<i>Generic Step Therapy</i>	N/A	PBM's generic step therapy program
<i>Mandatory Maintenance Choice</i>	N/A	Mandatory mail-order for maintenance drugs

<b>Vision</b>	<b>Benefits Effective until 11/30/2015</b>	<b>Benefits Effective 12/1/2015</b>
<i>Eye Examination</i>	\$0 copay Once per 12 months	\$0 copay Once per 12 months
<i>Eyeglass Lenses*</i>	\$0 copay standard uncoated plastic Once per 12 months	\$0 copay standard uncoated plastic Once per 12 months
<i>Frames</i>	\$0 copay up to \$100 / Amount over \$100 less 10% Once per 24 months	\$0 copay up to \$100 / Amount over \$100 less 10% Once per 24 months
<i>Contact Lenses*</i>	\$0 copay up to \$100 Once per 12 months	\$0 copay up to \$100 Once per 12 months

*\*Either eyeglass lenses OR contact lenses are covered every 12 months*

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C  
PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE  
DECEMBER 1, 2015 AND DECEMBER 1, 2016

**Cook County Benefit Overview (Cont.)**

<b>Dental – HMO</b>	<b>Benefits Effective until 11/30/2015</b>	<b>Benefits Effective 12/1/2015</b>
<i>Annual Deductible</i>	\$0 (None)	\$0 (None)
<i>Benefit Period Maximum</i>	None	None
<i>Preventive</i>	100% of Maximum Allowance Includes 2 exams / cleanings per benefit period; Includes fluoride treatments under age 19	Requires a Maximum Allowance Includes 2 exams / cleanings per benefit period; Includes fluoride treatments under age 19
<i>Basic Benefits</i>	Requires a copayment for each specific service; Copayments equal a discount of approximately 70%	Requires a copayment for each specific service; Copayments equal a discount of approximately 70%
<i>Major Services</i>	Requires a copayment for each specific service; Copayments equal a discount of approximately 60%	Requires a copayment for each specific service; Copayments equal a discount of approximately 60%
<i>Orthodontics</i>	Requires copayments; Copayments equal a discount of approximately 25%; Max one full course of treatment for dependent children under 19	Requires copayments; Copayments equal a discount of approximately 25%; Max one full course of treatment for dependent children under 19

<b>Dental – PPO</b>	<b>Benefits Effective until 11/30/2015</b>	<b>Benefits Effective 12/1/2015</b>
<i>Annual Deductible</i>	\$25 Individual / \$100 Family (In network) \$50 Individual / \$200 Family (Out of network)	\$25 Individual / \$100 Family (In network) \$50 Individual / \$200 Family (Out of network)

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C  
PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE  
DECEMBER 1, 2015 AND DECEMBER 1, 2016

<i>Preventive (2 exams / cleanings per Benefit Period)</i>	100% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)	100% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Primary Services X-Rays Space Maintainers</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Restorative Services Routine Fillings</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Emergency Services</i>	80% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Endodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Periodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Oral Surgery</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Prosthetics</i>	50% of Maximum Allowance (In and out of network)	50% of Maximum Allowance (In and out of network)
<i>Orthodontics</i>	50% up to a lifetime max of \$1,250 (In and out of network)	50% up to a lifetime max of \$1,250 (In and out of network)

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C  
PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE  
DECEMBER 1, 2015 AND DECEMBER 1, 2016

**Cook County Benefit Overview (Cont.)**

**Employee Contributions – As a Percentage of Salary (Pre-Tax)**

<b>Blue Advantage HMO</b>	<b>Effective until 11/30/2015</b>	<b>Effective 12/1/2015</b>	<b>Effective 12/1/2016</b>
Employee Only	0.50%	1.00%	1.50%
Employee + Spouse	1.00%	1.50%	2.00%
Employee + Child(ren)	0.75%	1.25%	1.75%
Employee + Family	1.25%	1.75%	2.25%

<b>PPO</b>	<b>Effective until 11/30/2015</b>	<b>Effective 12/1/2015</b>	<b>Effective 12/1/2016</b>
Employee Only	1.50%	2.00%	2.50%
Employee + Spouse	2.00%	2.50%	3.00%
Employee + Child(ren)	1.75%	2.25%	2.75%
Employee + Family	2.25%	2.75%	3.25%

<b>Dental</b>	<b>Effective until 11/30/2015</b>	<b>Effective 12/1/2015</b>	<b>Effective 12/1/2016</b>
HMO	\$0	\$0	\$0
PPO	\$0	\$0	\$0

<b>Vision</b>	<b>Effective until 11/30/2015</b>	<b>Effective 12/1/2015</b>	<b>Effective 12/1/2016</b>
Vision Plan	\$0	\$0	\$0